

CITY OF FAIRFIELD

RESOLUTION NO. 2017 - 172

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO
STRONGER BUILDING SERVICES FOR THE FAIRFIELD COMMUNITY CENTER
ROOF REPLACEMENT**

WHEREAS, the bid opening for the Fairfield Community Center roof Replacement project took place on June 7, 2017; and

WHEREAS, staff has reviewed the bid documents from Stronger Building Services and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the Total Base Bid to Stronger Building Services as the lowest responsible and responsive bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Fairfield Community Center Roof Replacement are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Stronger Building Services for the Fairfield Community Center Roofing project for the amount of \$536,222.10 for the Total Base Bid work.

Section 3. The Public Works Director is authorized to execute change orders for an amount not to exceed 20% of the contract amount (\$107,244.42).

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 18th day of July, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Timm, Bertani

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Price
MAYOR

ATTEST:

Erin Hoff, Deputy
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of August 10, 2017, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and STRONGER BUILDING SERVICES, party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents. WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled: **FAIRFIELD COMMUNITY CENTER ROOF REPLACEMENT** all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

a. Plans prepared by LCA Architects dated May 2017:

SHEETS:

| | |
|------|--------------|
| G0.1 | Cover Sheet |
| A1.1 | Roof Plan |
| A5.1 | Roof Details |
| A5.2 | Roof Details |

b. Specifications consisting of:

Divisions / Sections

DIVISION 0

DIVISION 1

| | |
|----------|--------------------------------------|
| 02 22 50 | Minor Demolition |
| 06 11 20 | Framing & Sheathing |
| 07 54 23 | Single Ply Roofing System |
| 07 60 00 | Sheet Metal Flashing |
| 07 90 00 | Sealants & Caulking |
| 08 62 00 | Unit Skylights |
| 09 91 00 | Painting |
| 21 11 50 | Cast Iron Drain Piping |
| 26 05 00 | Electrical Basic Materials & Methods |

c. Advertisement for Bids.

d. The Accepted Bid, dated June 7, 2017

e. Instructions to Bidders.

f. Performance Bond, dated July 26, 2017.

g. Labor and Material Bond, dated July 26, 2017.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **60 calendar days** after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

FAIRFIELD COMMUNITY CENTER ROOF REPLACEMENT

| ITEM NO. | ITEM OF WORK | UNIT | QUANTITY | ITEM PRICE | TOTAL PRICE |
|----------|--|------|----------|------------|-------------|
| 1 | Remove Existing Built Up Roof System & Ballast | SF | 17,917 | 4.00 | 71,668.00 |
| 2 | Remove & Salvage Existing Smoke Vents | EA | 2 | 100.00 | 200.00 |
| 3 | Remove Skylight | EA | 1 | 100.00 | 100.00 |
| 4 | Remove Wood Base Plates | LF | 40 | 10.00 | 400.00 |
| 5 | Remove Roof Drains | EA | 9 | 100.00 | 900.00 |
| 6 | Remove Roof Deck & Sheathing (Allowance) | SF | 2,000 | 1.00 | 2,000.00 |
| 7 | Flashing for Ducts | LF | 54 | 20.00 | 1,080.00 |
| 8 | Flashing for Exhaust Fans | LF | 17 | 40.00 | 680.00 |
| 9 | Install New Thermoplastic Roof Membrane | SF | 17,917 | 20.00 | 358,340.00 |
| 10 | Install New Rigid Insulation Board | SF | 17,917 | 1.00 | 17,917.00 |
| 11 | Install Tapered Insulation | SF | 3,765 | 4.00 | 15,060.00 |
| 12 | Galvanized Steel Metal Coving | LF | 1,247 | 15.00 | 18,705.00 |
| 13 | 4x Pressure Treated Wood Baseplate | LF | 1,181 | 5.00 | 5,905.00 |
| 14 | Cant Strip | LF | 1,181 | .10 | 118.10 |
| 15 | Flashing at Walls and Parapets | LF | 1,181 | 7.00 | 8,267.00 |
| 16 | Replace Roof 2X Deck & Sheathing (Allowance) | SF | 2,000 | 4.00 | 8,000.00 |
| 17 | Reinstall Smoke Vents | 2 EA | 300.00 | 600.00 | |
| 18 | New Leaf Guards | LF | 180 | 10.00 | 1,800.00 |
| 19 | Install New Roof Drains & Overflows (Includes Connections) | EA | 9 | 1,000.00 | 9,000.00 |
| 20 | Install Overflow Drain Pipe | LF | 18 | 50.00 | 900.00 |
| 21 | Install Overflow Drain Pipe - Thru Concrete | LF | 78 | 50.00 | 3,900.00 |
| 22 | Protect Security Camera | EA | 1 | 200.00 | 200.00 |
| 23 | Relocate Electrical Conduit | LF | 48 | 20.00 | 960.00 |
| 24 | Install New Skylight | SF | 64 | 23.00 | 1,472.00 |
| 25 | Modify Parapet Light Fixture | EA | 1 | 450.00 | 450.00 |
| 26 | Install Metal Sign Rails | LF | 33 | 120.00 | 3,960.00 |
| 27 | Install Galvanized Steel Splash Pan | EA | 3 | 100.00 | 300.00 |
| 28 | Remove, Salvage & Reinstall ACT Ceiling System for Overflow Drain Piping | SF | 600 | 4.00 | 2,400.00 |
| 29 | Remove & Replace (Match Existing) Gypsum Ceilings for Drain Piping | SF | 80 | 8.00 | 640.00 |
| 30 | Remove & Replace (Match Existing) Plaster Soffit for Drain Piping | SF | 10 | 30.00 | 300.00 |

TOTAL BID PRICE

536,222.10

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

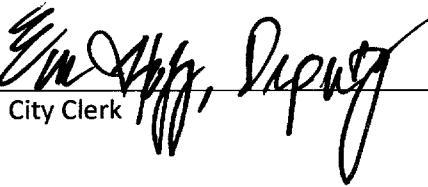
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD


City Clerk

By: 
City Manager *com*
Stronger Building Services
Contractor

By: 
President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

| | |
|---------------------|-------------------|
| a. Class: | <u>C-39, B</u> |
| b. Number: | <u>955618</u> |
| c. Expiration Date: | <u>12-31-2018</u> |
| FEI Number: | <u>27-399990</u> |

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

| | |
|---|---------------------------|
| Department: _____ | Date of _____ |
| Authorized Res. _____ | Contract: _____ |
| No.: _____ | Contract Expiration _____ |
| Person Reviewing EDD Requirements _____ | Date: _____ |

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.\
- If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

| NAME AND ADDRESS | |
|------------------|----------------------------|
| FULL NAME | Stronger Building Services |
| ADDRESS | 580 Harlan St. |
| CITY, STATE, ZIP | San Leandro, Ca 94577 |

AND

City of Fairfield
Fairfield Community Center Roof Replacement

BOX 2

| X Box | TYPE OF BUSINESS | SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER |
|--------------|-------------------------------|--|
| | SOLE PROPRIETORSHIP | |
| | PARTNERSHIP | |
| | LIMITED LIABILITY PARTNERSHIP | |
| X | CORPORATION | 27-3999990 |
| | LIMITED LIABILITY CORPORATION | |
| | NON-PROFIT CORPORATION | |
| | OTHER FORM OF ORGANIZATION | |

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PROPOSAL

CITY OF FAIRFIELD
STATE OF CALIFORNIA

FAIRFIELD COMMUNITY CENTER ROOF REPLACEMENT

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **60 calendar days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. None

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

FAIRFIELD COMMUNITY CENTER ROOF REPLACEMENT

| ITEM NO. | ITEM OF WORK | UNIT | QUANTITY | ITEM PRICE | TOTAL PRICE |
|----------|--|------|----------|------------|-------------|
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| 3 | Remove Skylight | EA | 1 | 100 | 100 |
| 4 | Remove Wood Base Plates | LF | 40 | 10 | 400 |
| 5 | Remove Roof Drains | EA | 9 | 100 | 900 |
| 6 | Remove Roof Deck & Sheathing (Allowance) | SF | 2,000 | 1 | 2,000 |
| 7 | Flashing for Ducts | LF | 54 | 20 | 1,080 |
| 8 | Flashing for Exhaust Fans | LF | 17 | 40 | 680 |
| 9 | Install New Thermoplastic Roof Membrane | SF | 17,917 | 20 | 358,340 |
| 10 | Install New Rigid Insulation Board | SF | 17,917 | 1 | 17,917 |
| 11 | Install Tapered Insulation | SF | 3,765 | 4 | 15,060 |
| 12 | Galvanized Steel Metal Coping | LF | 1,247 | 15 | 18,705 |
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| 14 | Cant Strip | LF | 1,181 | 10 | 11,810 |
| 15 | Flashing at Walls and Parapets | LF | 1,181 | 7 | 8,267 |
| 16 | Replace Roof 2X Deck & Sheathing (Allowance) | SF | 2,000 | 4 | 8,000 |
| 17 | Reinstall Smoke Vents | 2 EA | | 300 | 600 |
| 18 | New Leaf Guards | LF | 180 | 10 | 1,800 |
| 19 | Install New Roof Drains & Overflows (Includes Connections) | EA | 9 | 1,000 | 9,000 |
| 20 | Install Overflow Drain Pipe | LF | 18 | 50 | 900 |
| 21 | Install Overflow Drain Pipe - Thru Concrete | LF | 78 | 50 | 3,900 |
| 22 | Protect Security Camera | EA | 1 | 200 | 200 |
| 23 | Relocate Electrical Conduit | LF | 48 | 20 | 960 |
| 24 | Install New Skylight | SF | 64 | 23 | 1,472 |
| 25 | Modify Parapet Light Fixture | EA | 1 | 450 | 450 |
| 26 | Install Metal Sign Rails | LF | 33 | 120 | 3,960 |
| 27 | Install Galvanized Steel Splash Pan | EA | 3 | 100 | 300 |
| 28 | Remove, Salvage & Reinstall ACT Ceiling System for Overflow Drain Piping | SF | 600 | 4 | 2,400 |
| 29 | Remove & Replace (Match Existing) Gypsum Ceilings for Drain Piping | SF | 80 | 8 | 6,400 |
| 30 | Remove & Replace (Match Existing) Plaster Soffit for Drain Piping | SF | 10 | 30 | 300 |

| | |
|-----------------|--------------|
| TOTAL BID PRICE | \$536,222.10 |
|-----------------|--------------|

Bidder shall complete this form legibly and in its entirety.
An incomplete form shall be grounds for disqualification of the bid.

\$5760

City of Fairfield
Fairfield Community Center Roof Replacement

LCA # 16092

Beiner, Fred

From: Claudia Chavez <claudia@strongerbuilding.com>
Sent: Tuesday, June 13, 2017 8:57 AM
To: Beiner, Fred
Subject: Fairfield Community Center Roof
Attachments: 20170613085153731.pdf

Attached you will find the 2018 DIR Registration. We are honoring the price submitted for this project the day of the bid.

Claudia Chavez
Stronger Building Services
580 Harlan ST
San Leandro, CA 94557
T 510487-8363
F 487-8246

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

| Subcontractor's Name and Address | Subcontractor's License Number | Portion of Work or Items to be Performed | Percent of Total Bid |
|----------------------------------|--------------------------------|--|----------------------|
| 1) None | | | |
| 2) | | | |
| 3) | | | |
| 4) | | | |
| 5) | | | |
| 6) | | | |

Note: Attach additional sheets if required

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Stronger Building Services the party making the foregoing bid.


The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/7/17 [date], at San Leandro [city], Ca [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/7/17
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

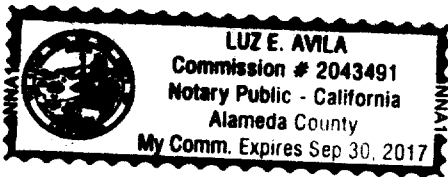
On 6/7/17 before me, LUZ E. AVILA - Public Notary,
Date Here Insert Name and Title of the Officer

personally appeared Claudia Chavez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Stranger Building Services
Name of Firm

580 Ardon St. San Leandro, Ca 94577
Business Address

(510) 487-8363
Phone Number


Signature of Responsible Official

Contractor's License:

a. Class: C-39, B

b. Number: 955618

c. Expiration Date: 12-31-18

FEI Number: 27-3999990

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Stranger Building Services
Claudio Chavez- President
Gerardo Peinado- Sec / Treas.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

FAIRFIELD COMMUNITY CENTER ROOF REPLACEMENT

WHEREAS Stronger Building Services
580 Harlan Street, San Leandro, CA 94577
(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

 Hartford Fire Insurance Company

 595 Market Street, 5th Floor, San Francisco, CA 94105

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten percent (10%) of the total amount bid -----

Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

City of Fairfield
Fairfield Community Center Roof Replacement

Proposal

LCA # 16092

P-7 of P-8

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.


Dated: June 5, 2017

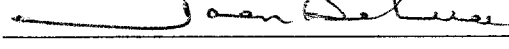
"Contractor"

"Surety"

Stronger Building Services

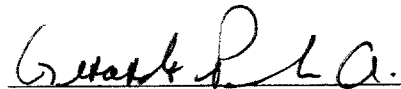
Hartford Fire Insurance Company





By: Claudia Chavez - President
Title

By: Joan DeLuca, Attorney-in-Fact
Title

By: 
Title
Gerardo Penado - Sec/Ves.

By: (N/A)
Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

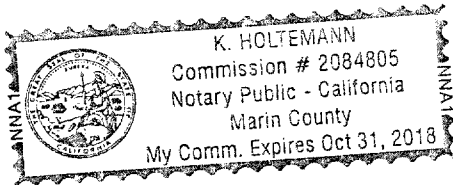
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)
On June 5, 2017 before me, K. Holtemann, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Joan DeLuca
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: ☐ Other:
Signer Is Representing: Signer Is Representing:

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

Agency Name: WOODRUFF SAWYER & COMPANY
Agency Code: 57-554795

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Nerissa S. Bartolome, Lawrence J. Coyne, Alicia Dass, Joan DeLuca, Roger C. Dickinson, Patrick R Diebel, Nancy L. Hamilton, Kelly Holtemann, Thomas E. Hughes, Stanley D. Loar, Mark M. Munekawa, Yvonne Roncagliolo, Charles R. Shoemaker of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 5, 2017.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

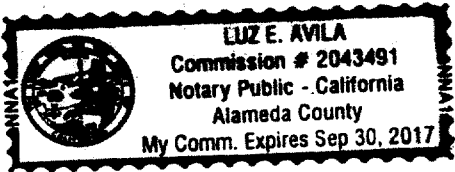
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On 6/7/17 before me, Luz E. Avila - Public Notary,
Date Here Insert Name and Title of the Officer
personally appeared Claudia Chavez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
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☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Alameda)

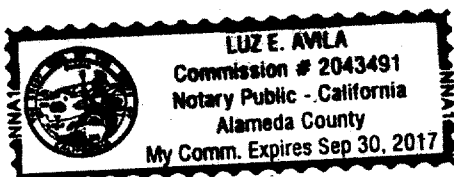
On 6/7/17 before me, Luz E. Avila - Public Notary,
Date Here Insert Name and Title of the Officer

personally appeared Gerardo Peinado
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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